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 Attorneys for Respondents
 BATTERY TAI-SHING CORP., ET AL.

Attorneys for Applicant
 MIRANA MEI LAN KWONG

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISON

KWONG MEI LAN MIRANA

 Applicant,

 vs.

 BATTERY TAI-SHING CORP., et al.

 Respondents.

Case No. C 08-80142 MISC. JF (HRL)
STIPULATED PROTECTIVE ORDER

 Date: February 12, 2009

(MODIFIED BY THE COURT)

1. PURPOSES AND LIMITATIONS

Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation would be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords extends only to the limited information or items that are entitled under the applicable legal principles to treatment as confidential. The parties further acknowledge, as set forth in Section 10, below, that this Stipulated

Protective Order creates no entitlement to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and reflects the standards that will be applied when a party seeks permission from the court to file material under seal.

2. DEFINITIONS

2.1 Party: any party to this action, including all of its officers, directors, employees, consultants, retained experts, and outside counsel (and their support staff).

2.2 Disclosure or Discovery Material: all items or information, regardless of the medium or manner generated, stored, or maintained (including, among other things, testimony, transcripts, or tangible things) that are produced or generated in disclosures or responses to discovery in this matter.

2.3 "Confidential" Information or Items: information (regardless of how generated, stored or maintained) or tangible things that qualify for protection under standards developed under F.R.Civ.P. 26(c).

2.4 "Highly Confidential – Attorneys' Eyes Only" Information or Items: extremely sensitive "Confidential Information or Items," whose disclosure to another Party or non-party would create a substantial risk of serious injury that could not be avoided by less restrictive means. For purposes of this action, Highly Confidential – Attorneys' Eyes Only information or items shall be those that include information related to the net worth or financial value of any entity producing documents in this action.

2.5 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

2.6 Producing Party: a Party or non-party that produces Disclosure or Discovery Material in this action.

2.7 Designating Party: a Party or non-party that designates information or items that it produces in disclosures or in responses to discovery as "Confidential" or "Highly Confidential — Attorneys' Eyes Only."

2.8 Protected Material: any Disclosure or Discovery Material that is designated as "Confidential" or as "Highly Confidential – Attorneys' Eyes Only."

2.9 Outside Counsel: attorneys who are not employees of a Party but who are retained to represent or advise a Party in this action or that litigation presently pending in Hong Kong entitled *Kwan v. Kwong*, in the District Court of the Hong Kong Special Administrative Region Matrimonial Causes, No. FCMC 6100/2006 (the "Hong Kong action").

2.10 House Counsel: attorneys who are employees of a Party.

2.11 Counsel (without qualifier): Outside Counsel and House Counsel (as well as their support staffs).

2.12 Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this or the Hong Kong action and who is not a past or a current employee of a Party or of a competitor of a Party's and who, at the time of retention, is not anticipated to become an employee of a Party or a competitor of a Party's. This definition includes a professional jury or trial consultant retained in connection with this litigation.

2.13 Professional Vendors: persons or entities that provide litigation support services (e.g., photocopying; videotaping; translating; preparing exhibits or demonstrations; organizing, storing, retrieving data in any form or medium; etc.) and their employees and subcontractors.

3. SCOPE

The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above), but also any information copied or extracted therefrom, as well as all copies, excerpts, summaries, or compilations thereof, plus testimony, conversations, or presentations by parties or counsel to or in court or in other settings that might reveal Protected Material.

4. DURATION

Even after the termination of this litigation, the confidentiality obligations imposed by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs. **For a period of six months after the final termination of the Hong Kong action, this court shall retain jurisdiction to enforce the terms of this order.**

5. DESIGNATING PROTECTED MATERIAL

5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or non-party that designates information or items for protection under this Order must take care to limit

1 any such designation to specific material that qualifies under the appropriate standards. A
 2 Designating Party must take care to designate for protection only those parts of material, documents,
 3 items, or oral or written communications that qualify - so that other portions of the material,
 4 documents, items, or communications for which protection is not warranted are not swept
 5 unjustifiably within the ambit of this Order.

6 Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown
 7 to be clearly unjustified, or that have been made for an improper purpose (e.g., to unnecessarily
 8 encumber or retard the case development process, or to impose unnecessary expenses and burdens
 9 on other parties), expose the Designating Party to sanctions.

10 If it comes to a Party's or a non-party's attention that information or items that it designated
 11 for protection do not qualify for protection at all, or do not qualify for the level of protection initially
 12 asserted, that Party or non-party must promptly notify all other parties that it is withdrawing the
 13 mistaken designation.

14 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order
 15 (see, e.g., second paragraph of section 5.2(a), below), or as otherwise stipulated or ordered, material
 16 that qualifies for protection under this Order must be clearly so designated before the material is
 17 disclosed or produced.

18 Designation in conformity with this Order requires:

19 (a) for information in documentary form (apart from transcripts of depositions or other
 20 pretrial or trial proceedings), that the Producing Party affix the legend "CONFIDENTIAL" or
 21 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" at the top of each page that contains
 22 protected material. If only a portion or portions of the material on a page qualifies for protection, the
 23 Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate
 24 markings in the margins) and must specify, for each portion, the level of protection being asserted
 25 (either "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY").

26 A Party or non-party that makes original documents or materials available for inspection
 27 need not designate them for protection until after the inspecting Party has indicated which material it
 28 would like copied and produced. During the inspection and before the designation, all of the

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1 material made available for inspection shall be deemed “HIGHLY CONFIDENTIAL –
2 ATTORNEYS’ EYES ONLY.” After the inspecting Party has identified the documents it wants
3 copied and produced, the Producing Party must determine which documents, or portions thereof,
4 qualify for protection under this Order, then, before producing the specified documents, the
5 Producing Party must affix the appropriate legend (“CONFIDENTIAL” or “HIGHLY
6 CONFIDENTIAL – ATTORNEYS’ EYES ONLY”) at the top of each page that contains Protected
7 Material. If only a portion or portions of the material on a page qualifies for protection, the
8 Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate
9 markings in the margins) and must specify, for each portion, the level of protection being asserted
10 (either “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”).

11 (b) for testimony given in deposition or in other pretrial or trial proceedings, that the
12 Party or non-party offering or sponsoring the testimony identify on the record, before the close of the
13 deposition, hearing, or other proceeding, all protected testimony, and further specify any portions of
14 the testimony that qualify as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” When
15 it is impractical to identify separately each portion of testimony that is entitled to protection, and
16 when it appears that substantial portions of the testimony may qualify for protection, the Party or
17 non-party that sponsors, offers, or gives the testimony may invoke on the record (before the
18 deposition or proceeding is concluded) a right to have up to 20 days to identify the specific portions
19 of the testimony as to which protection is sought and to specify the level of protection being asserted
20 (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES ONLY”). Only
21 those portions of the testimony that are appropriately designated for protection within the 20 days
22 shall be covered by the provisions of this Stipulated Protective Order.

23 Transcript pages containing Protected Material must be separately bound by the court
24 reporter, who must affix to the top of each such page the legend “CONFIDENTIAL” or “HIGHLY
25 CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” as instructed by the Party or non-party offering
26 or sponsoring the witness or presenting the testimony.

27 (c) for information produced in some form other than documentary, and for any other
28 tangible items, that the Producing Party affix in a prominent place on the exterior of the container or

1 containers in which the information or item is stored the legend “CONFIDENTIAL” or “HIGHLY
2 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If only portions of the information or item
3 warrant protection, the Producing Party, to the extent practicable, shall identify the protected
4 portions, specifying whether they qualify as “Confidential” or as “Highly Confidential – Attorneys’
5 Eyes Only.”

6 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
7 designate qualified information or items as “Confidential” or “Highly Confidential - Attorneys’ Eyes
8 Only” does not, standing alone, waive the Designating Party’s right to secure protection under this
9 Order for such material. If material is appropriately designated as “Confidential” or “Highly
10 Confidential – Attorneys’ Eyes Only” after the material was initially produced, the Receiving Party,
11 on timely notification of the designation, must make reasonable efforts to assure that the material is
12 treated in accordance with the provisions of this Order.

13 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

14 6.1 Timing of Challenges. Unless a prompt challenge to a Designating Party’s
15 confidentiality designation is necessary to avoid foreseeable substantial unfairness, unnecessary
16 economic burdens, or a later significant disruption or delay of the litigation, a Party does not waive
17 its right to challenge a confidentiality designation by electing not to mount a challenge promptly
18 after the original designation is disclosed.

19 6.2 Meet and Confer. A Party that elects to initiate a challenge to a Designating Party’s
20 confidentiality designation must do so in good faith and must begin the process by conferring
21 directly (in voice to voice dialogue; other forms of communication are not sufficient) with counsel
22 for the Designating Party. In conferring, the challenging Party must explain the basis for its belief
23 that the confidentiality designation was not proper and must give the Designating Party an
24 opportunity to review the designated material, to reconsider the circumstances, and, if no change in
25 designation is offered, to explain the basis for the chosen designation. A challenging Party may
26 proceed to the next stage of the challenge process only if it has engaged in this meet and confer
27 process first.

28 6.3 Judicial Intervention. A Party that elects to press a challenge to a confidentiality

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1 designation after considering the justification offered by the Designating Party may file and serve a
 2 motion under Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) that
 3 identifies the challenged material and sets forth in detail the basis for the challenge. Each such
 4 motion must be accompanied by a competent declaration that affirms that the movant has complied
 5 with the meet and confer requirements imposed in the preceding paragraph and that sets forth with
 6 specificity the justification for the confidentiality designation that was given by the Designating
 7 Party in the meet and confer dialogue.

8 The burden of persuasion in any such challenge proceeding shall be on the Designating
 9 Party. Until the court rules on the challenge, all parties shall continue to afford the material in
 10 question the level of protection to which it is entitled under the Producing Party's designation.

11 7. ACCESS TO AND USE OF PROTECTED MATERIAL.

12 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or
 13 produced by another Party or by a non-party in connection with this case only for prosecuting,
 14 defending, or attempting to settle this litigation and the Hong Kong action. Such Protected Material
 15 may be disclosed only to the categories of persons and under the conditions described in this Order.
 16 When the litigation has been terminated, a Receiving Party must comply with the provisions of
 17 section 11, below (FINAL DISPOSITION).

18 Protected Material must be stored and maintained by a Receiving Party at a location and in a
 19 secure manner that ensures that access is limited to the persons authorized under this Order.

20 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered
 21 by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any
 22 information or item designated CONFIDENTIAL only to:

23 (a) the Receiving Party's Outside Counsel of record in this or the Hong Kong action, as
 24 well as employees of said Counsel to whom it is reasonably necessary to disclose the information for
 25 this litigation and who have signed the "Agreement to Be Bound by Protective Order" that is
 26 attached hereto as Exhibit A;

27 (b) the officers, directors, and employees (including House Counsel) of the Receiving
 28 Party to whom disclosure is reasonably necessary for this litigation and who have signed the

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1 “Agreement to Be Bound by Protective Order” (Exhibit A);

2 (c) Experts (as defined in this Order) of the Receiving Party (1) to whom disclosure is
3 reasonably necessary for this litigation, (2) who have signed the “Agreement to Be Bound by
4 Protective Order” (Exhibit A), and (3) as to whom the procedures set forth in paragraph 7.4, below,
5 have been followed;

6 (d) the Court and its personnel;

7 (e) court reporters, their staffs, and professional vendors to whom disclosure is
8 reasonably necessary for this litigation and who have signed the “Agreement to Be Bound by
9 Protective Order” (Exhibit A);

10 (f) during their depositions, witnesses in the action to whom disclosure is reasonably
11 necessary and who have signed the “Agreement to Be Bound by Protective Order” (Exhibit A).
12 Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material
13 must be separately bound by the court reporter and may not be disclosed to anyone except as
14 permitted under this Stipulated Protective Order.

15 (g) the author of the document or the original source of the information.

16 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”

17 Information or Items. Unless otherwise ordered by the court or permitted in writing by the
18 Designating Party, a Receiving Party may disclose any information or item designated “HIGHLY
19 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

20 (a) the Receiving Party’s Outside Counsel of record in this or the Hong Kong action, as
21 well as employees of said Counsel to whom it is reasonably necessary to disclose the information for
22 this litigation and who have signed the “Agreement to Be Bound by Protective Order” that is
23 attached hereto as Exhibit A;

24 (b) House Counsel of a Receiving Party to whom disclosure is reasonably necessary for
25 this litigation, and who has signed the “Agreement to Be Bound by Protective Order” (Exhibit A);

26 (c) Experts (as defined in this Order) (1) to whom disclosure is reasonably necessary for
27 this litigation, (2) who have signed the “Agreement to Be Bound by Protective Order” (Exhibit A),
28 and (3) as to whom the procedures set forth in paragraph 7.4, below, have been followed;

(d) the Court and its personnel;

(e) court reporters, their staffs, and professional vendors to whom disclosure is reasonably necessary for this litigation and who have signed the "Agreement to Be Bound by Protective Order" (Exhibit A); and

(f) the author of the document or the original source of the information.

7.4 Procedures for Approving Disclosure of "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" Information or Items to "Experts".

(a) Unless otherwise ordered by the court or agreed in writing by the Designating Party, a Party that seeks to disclose to an "Expert" (as defined in this Order) any information or item that has been designated "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" first must make a written request to the Designating Party that (1) identifies the specific HIGHLY CONFIDENTIAL information that the Receiving Party seeks permission to disclose to the Expert, (2) sets forth the full name of the Expert and the city and state of his or her primary residence, (3) attaches a copy of the Expert's current resume, (4) identifies the Expert's current employer(s), (5) identifies each person or entity from whom the Expert has received compensation for work in his or her areas of expertise or to whom the expert has provided professional services at any time during the preceding five years, and (6) identifies (by name and number of the case, filing date, and location of court) any litigation in connection with which the Expert has provided any professional services during the preceding five years.

(b) A Party that makes a request and provides the information specified in the preceding paragraph may disclose the subject Protected Material to the identified Expert unless, within seven court days of delivering the request, the Party receives a written objection from the Designating Party. Any such objection must set forth in detail the grounds on which it is based.

(c) A Party that receives a timely written objection must meet and confer with the Designating Party (through direct voice to voice dialogue) to try to resolve the matter by agreement. If no agreement is reached, the Party seeking to make the disclosure to the Expert may file a motion as provided in Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) seeking permission from the court to do so. Any such motion must describe the circumstances with

specificity, set forth in detail the reasons for which the disclosure to the Expert is reasonably necessary, assess the risk of harm that the disclosure would entail and suggest any additional means that might be used to reduce that risk. In addition, any such motion must be accompanied by a competent declaration in which the movant describes the parties' efforts to resolve the matter by agreement (i.e., the extent and the content of the meet and confer discussions) and sets forth the reasons advanced by the Designating Party for its refusal to approve the disclosure.

In any such proceeding the Party opposing disclosure to the Expert shall bear the burden of proving that the risk of harm that the disclosure would entail (under the safeguards proposed) outweighs the Receiving Party's need to disclose the Protected Material to its Expert.

7.5 Expiration of the "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY"

Designation

Any documents designated as "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" shall be protected from disclosure pursuant to Section 7.3 above, until such time as the District Court of the Hong Kong Administrative Region for Matrimonial Causes or any subsequent appellate court renders a final judgment that Mr. Joshua Kwan, Respondent in Matrimonial Cause No. 6100 of 2006 has a vested or beneficial interest in any Respondent to this action and that evaluation of the "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" documents by Ms. Kwong is necessary to determine the extent of the marital property at issue.

Upon such judgment, all documents with the "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" confidentiality designation shall be treated as "CONFIDENTIAL" and protected from disclosure pursuant to Section 7.2 above.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION.

If a Receiving Party is served with a subpoena or an order issued in other litigation that would compel disclosure of any information or items designated in this action as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY," the Receiving Party must so notify the Designating Party, in writing (by fax, if possible) immediately and in no event more than three court days after receiving the subpoena or order. Such notification

1 must include a copy of the subpoena or court order.

2 The Receiving Party also must immediately inform in writing the Party who caused the
3 subpoena or order to issue in the other litigation that some or all the material covered by the
4 subpoena or order is the subject of this Protective Order. In addition, the Receiving Party must
5 deliver a copy of this Stipulated Protective Order promptly to the Party in the other action that
6 caused the subpoena or order to issue.

7 The purpose of imposing these duties is to alert the interested parties to the existence of this
8 Protective Order and to afford the Designating Party in this case an opportunity to try to protect its
9 confidentiality interests in the court from which the subpoena or order issued. The Designating
10 Party shall bear the burdens and the expenses of seeking protection in that court of its confidential
11 material – and nothing in these provisions should be construed as authorizing or encouraging a
12 Receiving Party in this action to disobey a lawful directive from another court.

13 9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL.

14 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected
15 Material to any person or in any circumstance not authorized under this Stipulated Protective Order,
16 the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized
17 disclosures, (b) use its best efforts to retrieve all copies of the Protected Material, (c) inform the
18 person or persons to whom unauthorized disclosures were made of all the terms of this Order, and
19 (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound”
20 that is attached hereto as Exhibit A.

21 10. FILING PROTECTED MATERIAL.

22 Without written permission from the Designating Party or a court order secured after
23 appropriate notice to all interested persons, a Party may not file in the public record in this action
24 any Protected Material. A Party that seeks to file under seal any Protected Material must comply
25 with Civil Local Rule 79-5.

26 11. FINAL DISPOSITION.

27 Unless otherwise ordered or agreed in writing by the Producing Party, within sixty days after
28 the final termination of this or the Hong Kong action, each Receiving Party must return all Protected

1 Material to the Producing Party. As used in this subdivision, "all Protected Material" includes all
2 copies, abstracts, compilations, summaries or any other form of reproducing or capturing any of the
3 Protected Material. With permission in writing from the Designating Party, the Receiving Party may
4 destroy some or all of the Protected Material instead of returning it. Whether the Protected Material
5 is returned or destroyed, the Receiving Party must submit a written certification to the Producing
6 Party (and, if not the same person or entity, to the Designating Party) by the sixty day deadline that
7 identifies (by category, where appropriate) all the Protected Material that was returned or destroyed
8 and that affirms that the Receiving Party has not retained any copies, abstracts, compilations,
9 summaries or other forms of reproducing or capturing any of the Protected Material.
10 Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings,
11 motion papers, transcripts, legal memoranda, correspondence or attorney work product, even if such
12 materials contain Protected Material. Any such archival copies that contain or constitute Protected
13 Material remain subject to this Protective Order as set forth in Section 4 (DURATION), above.

14 12. MISCELLANEOUS

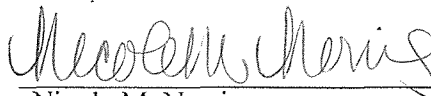
15 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek
16 its modification by the Court in the future.

17 ///

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12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

Dated: March 23, 2009



Nicole M. Norris
Attorneys for Respondents
BATTERY TAI-SHING CORP., ET AL.

Dated: March 18, 2009

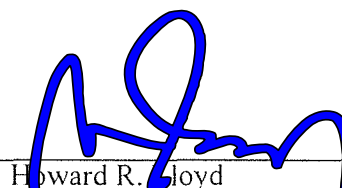


William N. Hebert
Attorney for Applicant
KWONG MEI LAN MIRANA

ORDER

(AS MODIFIED BY THE COURT),
PURSUANT TO STIPULATION, IT IS SO ORDERED.

Dated: ~~March~~ ^{April} 13, 2009



Howard R. Lloyd
United States Magistrate Judge

EXHIBIT A**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, _____ (full name), of _____ (business entity and address), declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Northern District of California, San Jose Division on _____ (date) in the case of *Kwong Mei Lan Mirana v. Battery Tai-Shing Corp., et al.*, Case No. C 08-80142 MISC. JF (HRL). I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Northern District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this or the Hong Kong action.

I hereby appoint _____ (full name) of _____ (business entity, address, and phone number) as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____

GENERAL ORDER 45 ATTESTATION

I, Nicole M. Norris, am the ECF User whose ID and password was used to file this Stipulated Protective Order. In compliance with General Order 45, X.B., I hereby attest that William N. Hebert, counsel for the Petitioner, concurred in this filing.

Dated: March 23, 2009

By: /s/ Nicole M. Norris
Nicole M. Norris
WINSTON & STRAWN LLP
Counsel for Respondent

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